IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Crl.Misc.No.56512-M of 2006

DATE OF DECISION: DECEMBER 18, 2006

Jagjit Singh

...PETITIONER

VERSUS

State of Punjab

...RESPONDENT

CORAM: HON'BLE MR.JUSTICE SATISH KUMAR MITTAL

Present: Ms.G.K. Mann, Advocate,
for the petitioner.
Mr.N.S.Gill, AAG, Punjab.
Mr.B.B.S. Sobti, Advocate,
for the complainant.

...

Petitioner Jagjit Singh apprehending his arrest in a non-bailable offence in case FIR No.117 dated 4.7.2006 registered under Sections 406/420/467/468/471 IPC at Police Station Sarabha Nagar, Ludhiana, has filed this petition under Section 438 Cr.P.C. for grant of anticipatory bail.

I have heard the counsel for the parties and gone through the contents of the FIR as well as the order dated 9.9.2006 passed by the Addl.Sessions Judge, Ludhiana, whereby anticipatory bail was declined to the petitioner.

Counsel for the petitioner submitted that the petitioner is owner of more than 625 sq. yards of the area situated on the Ludhiana-Ferozepur road at Ludhiana. Vide agreement dated 25.10.2005, he entered into an agreement of sale with the complainant of only 625 sq. yards for a consideration of Rs.1,75,00,000/- and also received an amount of Rs.10,00,000/- as earnest money. It is the case of the petitioner that subsequently some more payment was received i.e. Rs.25,00,000/- on 15.11.2005, Rs.15,00,000/- on 30.11.2005 and Rs.70,00,000/- on 10.3.2006. It is further the case of the petitioner that as per the agreement, the sale deed was to be executed by 10.3.2006. On that date, the complainant was not

having the full amount. Subsequently, after taking an amount of Rs.70,00,000/-, the date for execution of the sale deed was extended to 30.3.2006. On that date, the petitioner was ready to execute the sale deed, but the complainant was not having the remaining amount, therefore, the sale deed could not be executed. It is also the case of the petitioner that on 27.5.2006, at the instance of the complainant, the petitioner was called in the police station and his signatures were obtained on the back of the agreement under duress by the Deputy Superintendent of Police and by using the said signatures, the date for execution of the sale deed was further extended up to 19.7.2006. Counsel for the petitioner contends that immediately thereafter the petitioner filed a civil suit for cancellation of the agreement on 2.6.2006 alleging therein that his signatures for second extension of time were obtained by duress in the police station and the complainant herself did not perform the part of her contract, therefore, the agreement is liable to be cancelled. It is also the admitted case of the parties that on 27.7.2006 the complainant filed a suit for specific performance. Both the suits are still pending between the parties. It is the case of the complainant that she has been cheated by the petitioner as even the petitioner is not the owner of 625 sq. yards of land.

Counsel for the petitioner contends that in terms of the interim order dated September 15, 2006 passed by this Court, the petitioner has joined the investigation. The factual position of joining the investigation as well as the afore-stated factual position have not been disputed by the State counsel. In view of the fact that the petitioner has joined the investigation and the fact that both the parties have already filed civil suits, which are pending before the Civil Court, as well as the fact that the case is based on documentary evidence, and also the fact that the dispute is purely of civil nature, I deem it appropriate to confirm the interim order dated September 15, 2006. Ordered accordingly.

Disposed of accordingly.

December 18, 2006 (SATISH KUMAR MITTAL)
vkg JUDGE